

1909-008
Lee Co.

Chancery Causes: Exr. of Sebastian Wygal vs. J. R. Ely &c

Fry, Lovelace

-Deed

CA - Debt
T. Property

To the Hon. H. A. W. Skeen, Judge of the Circuit Court
for Lee County, Virginia.

Humbly complaining, your orator, J. G. Fry, Executor
of the estate of Sebastian Wygal, deceased, who sues for him-
self and such other lien creditors of J. R. Ely and Sarah C.
Ely, if there be any others, as shall come in, take part and
share the costs of this suit, would respectfully represent
and show unto your honor; that on the 25th day of September,
1906 in your honor's court, he recovered a judgment against
J. R. Ely and Sarah C. Ely for the sum of \$208.24 on a note waiv-
ing the benefit of the homestead esemptions, with legal inter-
est thereon from the 16th day of August, 1896 until paid, and
\$8.50 cost, a copy of which judgment is herewith filed as part
hereof marked "Exhibit A", and prayed to be read as a part of
this bill; that no part of said judgment has ever been paid;
that said judgment was duly docketed and indexed in the
clerk's office of this county on the 29th day of September,
1906, a copy of said docketing is herewith filed as part
hereof, marked "Exhibit B". Upon said judgment an execution
was duly issued on the 29th day of Sept., 1906, and plac-
ed in the hands of C. E. Denny ^{Deputy} Sheriff of said

County for execution, and returned by said Sheriff to the
said clerk's office ~~at~~ ^{on the 10th day of Dec.} 1906, with the follow-
ing return thereon endorsed. "*Not executed no property
found. This the 10th day of Dec. 1906*" C. E. Denny D.S.
for R. M. Baff, S.R.C.
a copy of said execution and return thereon endorsed is herewith
filed as part hereof marked "Exhibit C". The said J. R. Ely
on the 4th day of October, 1884 became seized and possessed
in his own right of a certain tract or parcel of land lying

and being in said County of Lee one and one-half miles S.W. of Jonesville, Virginia, on the river road, and known as "Fort Jackson " containing four ~~4~~ acres more or less, and which tract or parcel of land is fully described in Exhibit "E" hereinafter referred to. Said tract of land having been conveyed on that day to the said Ely by Wm. Goins and Mary J. Goins his wife, which deed ^{was} ~~is~~ recorded in the clerk's office of this county on the 11th day of March, 1907, in deed book 45 pages 434-5, a copy of said deed is herewith filed as part hereof marked "Exhibit D"; and on the 12th day of March, 1907 the said J. R. Ely and Sarah C. Ely, his wife, and Newton Wygal and S. V. Wygal his wife, undertook to convey by deed bearing that date the said tract or parcel of land to one William Lovelace, which deed, however, was not acknowledged by the parties thereto until on the 2nd day of April, 190~~8~~, and was not recorded in the Clerk's office of said county until on the 5th day of April, 1907, when the same was recorded in deed book 45, page 497, and which deed fully described the said tract or parcel of land. A copy of said deed is herewith filed as part hereof marked "Exhibit E". The said Elys own no other real estate.

Your orator avers and charges that the rents and profits of the said tract or parcel of land will not in five years satisfy your orator's said judgment, which is a lien upon the same, and which he is entitled to enforce against the said tract of land ~~to sell~~ to satisfy his said judgment. There are no other liens against said tract of land that are prior to your orator's lien.

In consideration thereof, he prays that the said J. R. Ely, Sarah C. Ely, and William Lovelace be made parties defendants to this bill, and required to answer the same, but not under oath, answer under oath being waived; that proper

process issue; that all proper orders and decrees be directed and entered; that if necessary the lien creditors of said J. R. Ely be convened before a commissioner in Chancery of this court, and the lien debts of the said Ely be ascertained and the amounts thereof, and their order of priority be established; that the said deed to the said Wm. Lovelace be set aside and annulled in so far as it may effect your orator's said judgment; that if it appears that the rents and profits will not in five years pay the judgments which are liens upon the same, that it, or so much thereof as will suffice to satisfy the liens thereon, and the costs of suit and sale, be sold and the proceeds thereof be applied to the payment of the said liens and costs; that if said rents will so suffice the said land be rented out and the rents and profits be applied to the said liens until they are fully paid; and that all such other further and general relief may be given as in the premises is just and right. And your orator will ever pray &c.

Or & Noel, p. q.

L. note to [unclear]
2nd 1907 [unclear]
or [unclear]

J. G. Fry Executor &c.
0.5 Bill in Chancery.
J. R. Ely et al.

1907. 2nd April Rules
Bill filed, Spas.
executed + D.N.
" 1st May Rules
D.N. confirmed +
cause set for
hearing.

Costs

| | | |
|------|--------|----------|
| Chk | \$7.99 | D. Ewing |
| Diff | 1.50 | D. Denny |
| Atty | 15.00 | Peto |

Costs to \$20.

| | | |
|-------|---------|----------|
| Atty | \$29.49 | D. Ewing |
| Diff | 1.50 | D. Denny |
| Peto | 15.00 | Peto |
| Total | \$37.99 | |

To the Honorable H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia:

Your petitioner, Newton Wygal, a citizen of said County of Lee, respectfully represents that at the second April rules, 1907, one J. G. Fry, Executor of the estate of Sebastian Wygal, deceased, suing for himself and such other lien creditors of J. R. Ely and Sarah C. Ely, as shall come into and share the costs of said suit &c., filed his bill in chancery against the said James R. Ely, Sarah C. Ely and William Lovelace, the object of which is to enforce the lien of a judgment in favor of the said Fry, Exr. &c. against the said J. R. Ely and Sarah C. Ely on a tract of land in Lee County, Virginia, about one and one-half miles west of Jonesville, known as "Fort Jackson".

The said bill, among other things, alleges that the said J. R. Ely on the 4th day of October, 1884, became seized and possessed, in his own right, of a certain tract or parcel of land lying and being in the said County of Lee one and one-half miles S.W. of Jonesville, Virginia, on the river road, and known as "Fort Jackson" containing four acres more or less, and which tract or parcel of land is fully described in Exhibit "E" hereinafter referred to, said tract of land having been conveyed on that day to the said Ely by William Goins and Mary J. Goins, his wife, which deed was recorded in the clerk's office of this county on the 11th day of March, 1907, in Deed Book 45, pages 434-5, and a copy of the said deed is filed with the said bill as a part thereof, marked Exhibit "D".

The said bill further alleges that on the 12th day of March 1907 the said J. R. Ely and Sarah C. Ely, his wife, and Newton Wygal and S. V. Wygal, his wife, undertook to convey by deed bearing that date the said tract or parcel of land to one William Lovelace, which deed, however, was not acknowledged by the parties thereto until the 2nd day of April, 1907, and was not recorded in the clerk's office of said county until

the 5th day of April, 1907, when the same was recorded in Deed Book 45, page 497, and which deed fully described the said tract or parcel of land; and a copy of the said deed was filed with the said bill as Exhibit "E".

The said bill further alleges that the said Elys own no other real estate; and it might with equal truth have alleged that they did not own that.

Your petitioner further represents that about one month after the date of the purchase on the said tract or parcel of land from the said ~~xxxxxxx~~ William Goins by the said J. R. Ely as shown by the deed aforesaid, he, your petitioner, purchased the said from the said J. R. Ely, and took an assignment of the Goins deed as will appear from ~~xxxxxxx~~ a written endorsement thereon, but the said Ely and wife never made to your petitioner any deed of conveyance for the said land. However, your petitioner has been in the possession of the said land and the improvements thereon from about November, 1884, up to the date of the sale by him to William Lovelace, that is, up to the date of the conveyance from said Elys and himself and wife to the said Lovelace.

Your petitioner further represents that, as appears from the deed itself, he warranted generally the title to the said land to the said Lovelace.

Your petitioner further represents that as appears on the face of the deed aforesaid from Goins and wife to said Ely, a lien was retained on the said tract of land to secure the payment of one hundred dollars, part of the purchase price, with interest thereon from the 4th day of October, 1884, until paid; and your petitioner alleges that at the time he purchased said land from the said Ely, the said Ely had not paid the said one hundred dollars, and your petitioner was compelled to and did pay to the said William Goins the said sum of one hundred

dollars and the interest thereon and possibly a small amount of costs, and he is advised that he is entitled to be subrogated to the rights of the said Goins as to said sum and its interest and to be decreed a prior lien upon the said tract of land for said sum of one hundred dollars, with interest thereon from the said 4th day of October, 1884.

Your petitioner does not know of any other land upon which the plaintiff's judgment may be a lien, but the said Ely has traded and trafficked in land in Lee County for a great number of years, and he believes it is more than likely that there may be other lands which the ~~xxx~~ said Ely has bought and sold without making deeds for same, since the sale of the tract of land in question to your ~~xxxxxxx~~ petitioner, though neither he nor his counsel has had time since the institution of this suit, to make a thorough investigation as to this matter.

Your petitioner thinks it probable, to say the least, that the said tract of land might rent in five year time for a sum sufficient to pay said judgment.

Your petitioner is not advised as to whether there other judgments against the said J. R. Ely and Sarah C. Ely, but he thinks it more than likely that there are such other judgments. At any rate your petitioner thinks that that it would be best to have that matter referred to a commissioner for the ascertainment of liens and also of any other lands which may be subject to such liens, for, as before stated said Ely has for many years traded and trafficked in lands in Lee County, and he has also in years past had a large number of judgments rendered against him, and it is more than likely that some of these remain unpaid.

Your petitioner prays, therefore, that he may be made a party ~~xx~~ to the said bill, and that this petitioner be treated as his answer to the same. He prays that he be decreed a first lien upon the said tract of land for the sum of one hundred

4.

dollars paid by him to Goins and interest and costs thereon as aforesaid. He further prays that the cause be referred to a commissioner to report on liens and also on what other real estate, if any, the said judgment operates as a lien. And he also prays that he be granted all other relief to which his cause entitles him.

M. G. Ely
L. T. Hyatt

J. G. Fry Executor &c
vs Petition of H. W. Wiggall

J. R. Ely et al.
Filed May 22nd 1907.

H. G. T. Ewing,
Clerk.

J. G. Fry, executor of Sebastian Wygal, deceased, Plaintiff.

vs. In Chancery

J. R. Ely, et al, Defendants.

This cause came on to be heard upon the papers formerly read in the cause and the report of James W. Orr Commissioner, filed in the cause, on the 30 day of August, 1909, and was argued by counsel.

On consideration thereof, and said report being unexcepted to, it is adjudged ordered and decreed that said report and the action of the commissioner therein reported, together with the deed to Wm. Lovelace, for the tract of land sold by said commissioner to said Lovelace be and the same is hereby approved and confirmed, and the said Wm. Lovelace will pay to said Orr, commissioner as aforesaid, the sum of \$5.00 for making said deed, for which execution may issue, and the said Lovelace has leave to withdraw said deed from the papers of this cause for recordation. And the cause is stricken from the docket.

J. G. Fry Co. & Co.
vs. Decree
J. R. Ely et al

Entered in C.O.B.
8, page 497

Enter this decree
H A W S I W
Sept 8th 1909.

J. G. Fry, Executor &c.

Plaintiff

vs. In Chancery

J. R. Ely, et al,

Defendants.

This cause came on again to be heard upon the papers formerly read in the cause and report of James W. Orr, commissioner filed in the cause Dec. 2nd, 1907, and was argued by counsel.

On consideration thereof, and the said report being unexpected to, it is adjudged, ordered and decreed that the said report and the action of the commissioner therein reported be and the same are hereby confirmed. And the cause is continued.

J. G. Fry Ex &c.

Decree

J. R. Ely et al.

Entered in C.B.

8, page 340

Enter this decree.

H. A. W. Sherr

Decr 9 1907.

J. G. Fry, Executor &c.

Plaintiff.

vs.

In Chancery

J. R. Ely, et al,

Defendants.

This cause came on again to be read upon the papers formerly read in the cause, and the report of sale by James W. Orr commissioner filed in said cause Sept. 6th, 1907 and was argued by counsel. On consideration thereof, and the said report being unexpected to it is adjudged, ordered and decreed, that the said report and the sale therein reported be and the same are hereby approved and confirmed, and ~~that~~ ^{at} said Commissioner pay out the cost in his hands to those entitled thereto and retain his commission, and that he collect the purchase money note reported by him when due, or before should the purchaser desire to pay it, and that he pay out the amount of said note when collected to the parties entitled thereto, ~~and as~~ ^{as} shown and provided in a decree entered in the cause on the 22nd day of May, 1907, and ~~when~~ the purchase money is fully paid he will convey to Wm. Lovelace the purchaser of said tract or parcel of land, or his assignee, with covenants of special warranty, the said tract of land and report his action hereunder to some future term of the court. And the cause is continued.

J. G. Fry Ex &c.
vs Deere & Co.
J. R. Ely et al.

Entered in C.O.B.
8, page 308-

Confirms Sale

Enter this Deere.
H a w s
Sept 10 1907.

J. G. Fry, Executor of the estate of
Sabastian Wygal, Deceased.

Plaintiff.

vs.

In Chancery.

J. R. Ely, et al,

Defendants.

This cause came on to be heard upon the bill of the plaintiff, the exhibits therewith, the process duly executed on the defendants, and the cause regularly matured at rules, and set for hearing by the plaintiff, and was argued by counsel. And the defendants/ J. R. Ely, Sarah C. Ely and Wm. Lovelace, failing to appear, the bill is taken for confessed against them. And on motion of Newton Wygal he is permitted to file his petition in the cause setting up the fact that on the 4th day of October, 1884, the date of J. R. Ely's purchase of the tract of land in the bill mentioned from Wm. Goins, said Ely executed to said Goins his note for \$100.00 the balance of the purchase money for said land, and which note bore interest from said date, and to secure the payment thereof a lien was retained in the deed from said Goins and wife to said Ely. On consideration thereof, it is adjudged ordered and decreed that said Wygal be and is hereby substituted to the rights of said Goins as to said purchase money lien, which is adjudged to be a lien prior to Plaintiff's on said tract of land. And it is further adjudged, ordered and decreed, that the judgment in favor of the plaintiff against the defendants J. R. Ely and Sarah C. Ely for the sum of \$208.24, waiving the homestead exemption, with legal interest thereon from the 16th day of August, 1896 until paid and \$8.50 costs, is a lien upon the tract or parcel of land in the bill mentioned, containing four acres more or less, and which is fully described is exhibit "E" with said bill, which the plaintiff has a right to have enforced against said tract of parcel of land subject to said prior lien; that the plaintiff recover against the said Elys the costs of this suit to be taxed by the clerk. And should the said costs and judgment not be paid within

thirty days from the adjournment of this court, then it is further adjudged, ordered and decreed that James A. W. Orr who is appointed a commissioner for the purpose, do proceed to sell at public outcry to the highest and best bidder, at the front door of the courthouse of this county, on a credit of ~~six and~~ twelve months time the said tract or parcel of land, or so much thereof as may be necessary to pay the amount of said judgment and the costs of this suit and expense of sale, and the amount ~~of~~ said prior lien, except as to said costs of this suit and ~~of~~ said judgment and expense of sale, he will require the amount thereof to be paid in hand, and for the deferred payment~~s~~ he will take notes~~s~~ with good security bearing interest from date, waiving the homestead exemption. Said Commissioner before selling will execute bond before the clerk of this court in the penalty of \$500.00 conditioned according to law, and will advertise said sale for at least thirty days by written advertisements posted at the said front door of the court-house and in the vicinity of said land. He will report his action hereunder to some future term of this court. And the cause is continued.

J. G. Fry Ex &c.
vs { Decree No 1.
J. R. Ely et al.

Entered in Clerk
#8, page 291 &c

Orders sold

Enter this decree.
H. C. W. S. L.

May 22nd 1907.

J. G. Fry, Executor &c.
vs.
J. R. Ely, et al,

Plaintiff
In Chancery
Defendants.

To the Hon. H. A. W. Skeen, Judge of the Circuit Court
for Lee County, Virginia.

Your undersigned commissioner in this cause, would respectfully report, that since the last term of this court he has paid out the cost collected by him as follows.

| | |
|-------------------------------|---------------|
| To H. C. T. Ewing, Clerk, Law | \$5.00 |
| " " " " " " Chancery | 7.99 |
| C. E. Denny, D. S. Law | 1.00 |
| " " " " " " Chancery | 1.50 |
| Orr & Noel Law | 2.50 |
| " " Chancery | 15.00 |
| Estimated yet in hand | 5.00 |
| | <hr/> \$37.99 |
| Commission on sale retained | 18.00 |
| | <hr/> \$55.99 |



COMMISSIONER

J. G. Fry Ex &c.

vs. Court's Report

J. R. Ely et al.

Filed Decr 2nd 1907.

A. C. Ewing,
Clerk

J. G. Fry, Executor of Sebastian Wygal, deceased, Plaintiff.

vs. In Chancery

J. R. Ely, et al, Defendants'

The undersigned commissioner in this cause respectfully reports, that on the 22nd day of July, 1909, Wm. Lovelace the purchaser of the real estate sold by me as such commissioner paid to me the full amount of the said purchase money note for said real estate except so much of said note as he had paid to Newton Wygal, being the amount of the said Wygal's preferred lien on said property, all of which will be shown by the following statement:

| | |
|---|--------------|
| Amount of Wm. Lovelace's note | |
| dated July 22nd, 1907,..... | \$394.00 |
| Interest thereon to July 22nd, 1909,..... | <u>47.28</u> |
| Total..... | \$441.28 |

By Amount paid N. Wygal..... \$248.80

" Amount paid Orr Commissioner..... 192.48
\$441.28

The above sum of \$192.48 was paid by your commissioner as attorney for the plaintiff to the plaintiff except the commission of \$19.24 retained for collecting and paying over the same.

Amount collected for plaintiff \$192.48

Commission retained \$19.24

| | | |
|-------------------|---------------|----------|
| Check for residue | <u>173.24</u> | |
| | \$192.48 | \$192.48 |

Your commissioner as directed by the decree of September, 18th, 1907, has executed to the said Wm. Lovelace a deed with covenants of special warranty for the real estate sold him as aforesaid, which deed is herewith filed as part hereof marked "Deed".

James W. Orr, Comm.

J. G. Fry Ex &c.
vs { Court's Final
 Report.
J. R. Ely et al.

Filed Aug' 3rd 1909.

H. G. Ewing
Clerk

J. G: Fry, Executor &c.

Plaintiff.

vs.

In Chancery

J R Ely, Et Al.

Defendants.

The undersigned commissioner in this cause would respectfully report that after advertising as directed by decree entered in the cause on May 22nd, 1907, he proceeded on the 22nd day of July, 1907 to sell on twelve months time except as to the cost and commission on sale, the tract or parcel of land directed to be sold in said cause, at the front door of the court house of this county, at which sale one Willaim Lovelace became the purchaser of the said tract or parcel of land at the price of \$450.00. The said Lovelace paid down the sum of \$56.00 the same being the cost of suit \$37.99 and my commission on sale of \$18.00, and for the residue of \$394.00 he executed his note with Newton Wygal surety to become due and payable twleve months after date with interest from date. Your commissioner considers the sale to be a fair price and recommends a confirmation of the same.


COMMISSIONER

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia.

J. G. Fry Ex re.
vs ³/₄ Cour Ours Report.
of Sale.
J. R. Ely et al.

Filed Sept 6th 1907.

H. C. I. Ewing,
Clerk.

Virginia,

At a Circuit Court continued and held for Lee County, at the Court-house thereof, on Tuesday, the 25th day of September, 1906.

J. G. Fry, Executor of the estate of

Sebastian Wygal, deceased,

Plaintiff,

(
vs.) In Debt.
(

J. R. Ely and Sarah C. Ely,

Defendants.

The defendants not appearing after being duly summoned, it is considered by the Court that the Judgement obtained in the Clerk's office in favor of the plaintiff against the defendants for the sum of Two hundred and eight dollars and twenty four cents (\$208.24), the amount in the declaration mentioned, waiving the benefit of their home stead exemption, with legal interest thereon from the 16th day of August, 1896, till paid, and the costs be made final.

Costs:

| | |
|-------|--------|
| Clerk | \$5.00 |
| Shff. | 1.00 |
| Atty. | 2.50 |
| | <hr/> |
| | \$8.50 |

A Copy Teste: H. L. T. Ewing, Clerk.

J. G. Fry Ex &c.
vs } Copy of Judgt.
J. R. Ely & wife.

"Exhibit A"

| Name of Attorney. | In what court or before what Justice judgment was obtained. | Names of Parties. | Residence. | Amount of Judgment. | From what date interest begins. | Costs. | Credits to which Judgment is subjected, if any, and the date. | When Docketed. |
|-------------------|---|---|------------|---------------------|---------------------------------|--------|---|-----------------|
| Ors & Noel | Lee Circuit Court Sept. 25, 1906 | J. G. Fry, Executor of the Estate of Sebastian Wygal, Deed. vs. J. R. Ely and Sarah C. Ely. | | \$208.24 | Aug. 16 1896 | \$8.50 | | Sept. 29, 1906. |

VIRGINIA==In Lee County Court Clerk's Office:

I, H. C. T. EWING, Clerk of said Court, do certify that the foregoing is a true copy of a Judgment in favor of J. G. Fry, Executor of the estate of Sebastian Wygal against J. R. Ely and Sarah C. Ely, as appears of record on Judgment Lien Docket No. 4 page 106 of Lee County Court, and that the same is properly indexed in the names of J. R. Ely and Sarah C. Ely said defendants.

Given under my hand this the 12th day of April, 1907.

Teste:

H. C. T. Ewing,

Clerk.

J. G. Fry Exr.
vs. { Docketing of Judgt
 {
 { J. R. Ely & wife

Exhibit B.

Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That of the goods and chattels of J. R. Ely
and Sarah C. Ely
in your bailiwick, you cause to be made (\$208.24) Two hundred and
eight dollars and twenty four cents
with interest at the rate of six per centum per annum, from the 14th day of May
1906 until paid, which J. G. Fry, Exec. of the estate of
Sebastian Vogel, Deed.

late in our Circuit Court of the County of Lee, has recovered against the said
J. R. Ely and Sarah C. Ely, as well for a debt as interest
thereon; also (\$8.50) Eight dollars and fifty
cents, which to the said J. G. Fry, Exec. re. in the same
court were adjudged for his costs by him about his suit in that behalf
expended, whereof the said J. R. Ely & Sarah C. Ely are
convict as appears to us of record. And how you shall have executed this writ make
known at the rules to be holden in the clerk's office of our said Circuit Court
on the 1st Monday in November next. And have then there this writ.

Witness, H. C. T. Ewing, Clerk of our said court, at the court-house, this 29th
day of September 1906, and in the 1/31 year of the Common-
wealth.

H. C. T. Ewing, Clerk.
A Copy Dated: H. C. T. Ewing, Clerk.

"Exhibit C"

E. B. No. 4 p. 144

J. G. Fry Exec. re.
vs. }
FL. FA
IN DEBT.

J. R. Ely + Sarah C. Ely
Ors. + Noel, p. q.

Come to hand

190 at o'clock M

To 1st Nov. Rules, 1906

See Circuit Court,

Judg. Sept. Term, 1906

O. B. No. 4 p. 534

Not executed nor properly
found this the 10 day of Dec.
1906 C. E. Denny D.S. for
R. M. Ball S.P.C. a copy Dated: H. C. D. Ewing, Clerk.

This deed made this 4th day of October 1884 by and between William Goins and Mary J. Goins his wife of the County of Lee and State of Virginia, of the one part, and James R. Ely of the County and State aforesaid of the other part, Witnesseth that for and in consideration of the sum of Two hundred and fifteen dollars cash in hand paid to the said William Goens the receipt of which is hereby acknowledged, The said parties of the first part have this day given granted bargained and sold, and by these presents, do give grant, sell and convey to the said James R. Ely all their right title claim and interest in and to a certain lot or parcel of land situated in Lee county Virginia on the River road, west of Jonesville it being the lot of land on which William Goens now resides and known as "Fort Jackson" being the same land which was conveyed to said William Goens by James W. Orr and wife, by deed dated January 31st 1880, to which conveyance reference is here made for a more particular description of said land To have and to hold to him the said James R. Ely and his heirs forever And the parties of the first part warrant generally the title to the land hereby sold and conveyed, And the said William Goens & wife hereby retain a vendors equitable lien on the land hereby conveyed to secure the payment of a note of one hundred dollars bearing date October 4th 1884, said note being a part of the purchase price of the land hereby conveyed. Witness the following signatures and seals this the day and date first above written.

his
William X Goins (Seal)
mark
her
Mary X J Goins (Seal)
Mark

Virginia Lee County to wit:-

I, ^{ohn} J_R R. Gibson Clerk of Lee county court in the state aforesaid do certify that William Goens whose name is signed to the foregoing deed bearing date Oct 4" 1884 has acknowledged the same before me in my county aforesaid. Given under my hand this 28th day of Oct. 1884.

John R. Gibson Clerk of Lee
Co Court.

Virginia Lee County to wit:-

I, John R. Gibson clerk of Lee county court in the State aforesaid do certify that Mary J. Goens wife of William Goens whose names is signed to the foregoing deed bearing date Oct 4 1884 this day personally appeared before me in my county aforesaid and being examined by me privily and apart from her said husband and having the deed aforesaid read and explained to her she the said Mary J. Goens wife of the said William Goens acknowledged the same to be her act and deed for the purposes therein stated and declared that she had willingly executed the same and wished not to retract it.

Given under my hand this 29th 1884

John R. Gibson Clerk of Lee County
Court.

Virginia, Lee County, to-wit:

In the Clerk's office of Lee County, on this the 11th day of March, 1907. This deed was presented, and together with the certificate annexed, admitted to record.

Teste: H. C. T. Ewing , Clerk.

D. B. 45, Page 434.

*A Copy Teste: H. C. T. Ewing,
Clerk.*

James R. Ely
From / Dec
William Come & up

copy
Exhibit "Q"

Dec 60

This deed made this 12th day of March 1907, by and between James R. Ely, and Sarah C. Ely his wife, and Newton Wygal and Francis V. Wygal his wife of the first part, and William Lovelace of the second part, all of the County of Lee, and State of Virginia, Witnesseth: That for and in consideration of the sum of Four hundred and fifty dollars in hand paid and secured to be paid, the receipt of which is hereby acknowledged, The said parties of the first part, have this day bargained and sold, and doth by these presents, hereby confirm and convey unto the said William Lovelace a certain tract or parcel of land lying and being in the county of Lee, and State of Virginia, One and one half miles South ~~West~~ of Jonesville, on the River road and known as "Fort Jackson", and is bounded as follows: Beginning at a stake in the River road on the line of said land, and A. P. Wynn's land on the S. W. corner of said lot, Thence N. 53 E. with the middle of the Road 22 1/2 Poles to a stake and Rock, in corner of Rutherford's fence, Thence N. 18 W. 17 Poles to a stake, it being on a line fence between said Rutherford, and said lot; Thence S. 67 W. 42 poles to a stake on line between said lot, and A. P. Wynn, Thence S. 57 E. 25-3/4 Poles to the beginning, containing 4 acre or less and is the same land and property upon which J. C. Roller now resides, and is the property purchased from William Goins & wife, as shown by Deed from said Goins & wife to J. R. Ely dated Oct 4 1884, and recorded in Deed Book No. 45 on Page 434 to which deed reference is hereby made, for a further description of said land. To have and to hold the said tract or parcel of land, with all the appurtenances thereto belonging unto the said William Lovelace and his heirs forever. And the parties of the first part hereby warrant generally the title to the land hereby conveyed, against the claims of all persons whatsoever. Witness the following signatures and seals, this the day and year first above written

J. R. Ely (Seal)

Sarah C. Ely (Seal)

Newton Wygal (Seal)

F. V. Wygal (Seal)

Commonwealth of Virginia

to-wit:

Lee County

I Henry C. Joslyn, a Justice of the Peace for the county aforesaid in the State of Virginia, do certify that James R. Ely, Sarah C. Ely, Newton Wygal and Francis V. Wygal, whose names are signed to the foregoing Deed, bearing date on the 12th day of March 1907, have acknowledged the same before me in my county aforesaid. Given under my hand this 2nd day of April 1907.

Henry C. Joslyn J. P.

Virginia, Lee County, to-wit:

In the Clerk's office of Lee County, on this the 5th day of April, 1907. This deed was presented, and together with the certificate annexed, admitted to record.

Teste: H. C. T. Ewing , Clerk.

D. B. 45, Page 497.

*A Copy Teste: H. C. T. Ewing,
Clerk.*

1848

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Land Sale.

J. B. Fry Executor in
J. R. Ely vs. *et-al* } IN CHANCERY.

Pursuant to decree of the Circuit Court of Lee County, Virginia, at the *May* term, 190*7*, in the above styled cause, the undersigned will, at public outcry, at the front door of the Courthouse of said county, on ~~the first day of the~~ *24th day of July*, 190*7*, of the County Court of said county, proceed to sell, to the highest and best bidder, on a credit of *12 months* time, except so much as may be necessary to pay the cost of suit and expense of sale [which are required to be paid in hand], the following described property: *To-wit: - A certain tract or parcel of land lying and being in the County of Lee and State of Virginia 1 1/2 miles South west of Juncosville, Va. on the River Road and known as "Fort Jackson" containing four acres more or less and fully described in the proceedings of said Court, or so much thereof as may be necessary to pay the amount of Plaintiffs Judgment and the cost of this suit and expense of sale and the amount of a prior lien in favor of Newton W. Fry.*

Bonds with good and approved personal security will be required of the purchaser for the deferred payments. This *14* day of *June*, 190*7*

James H. Orr, Commissioner.

The Bond required by Law has been given.

N. C. Ewing, Clerk.

J. G. Fry & Co.

vs. Advertisement

J. R. Cely et al.

J. G. Fry & Co.

J. W. & W. E. ORR
GENERAL MERCHANDISE

MANUFACTURERS AND DEALERS IN

HIGH GRADE ROLLER FLOUR

\$394⁰⁰

JONESVILLE, VA. 7/22 1907

Twelve months after date we promise to pay
to James W Orr Commissioner Three hundred ninety
four dollars with interest - from date
for value received of him (Purchase money for
land) and we waive the Benefit of our Homestead
exemptions as to this debt. Witness our Hands
& Seals This July 22 - 1907 -

^{his}
Jm^x Lovelace
_{more}

Newton Wygal

Witness

W E Orr

Wm Laurence. &
N. Wygal
To { Note \$394.00
James W Orr Comr.

JAMES W. ORR,
JONESVILLE, VA

J. C. NOEL,
PENNINGTON GAP, VA

ORR & NOEL,
ATTORNEYS-AT-LAW,
JONESVILLE, VA.

Fry's Hotel, July 22nd 1907.
Int from Aug. 16th 1896.

Cash at bank.
" of chg sent

\$208.24
136.39
8.60
29.49

382.62

Wygolds loan -
Int from Oct 4th 1884.

\$100.00
136.80

236.80

Cash -

236.80

619.42

Lane here paid \$450.00 for property.

Owner Costs of sent
to freight

Cash and bank -

29.49
8.60

37.97

Long Ex &c.
vs
City et al

Memo

9. 4. 1891 at 18.00
1/4 m. 31. 11. 1891

Cash 27.49
" 27.50
54.99

Cash

Wages 236.80
Ex. 344.63
581.43
5.79
587.22

Sold for \$450.00

July 21 1891.
Cash 57.99
Cm 15.00
Total 394.
\$449.99

Newton Wygal To Wm Lovelace

Beginning at a Stake in the River ^{road} on the
line of said Land. & A. P. Hyams.
Land on the S.W. Corner of said Lot.
thence - N. 53 - E. with the Middle of Road
22 1/2 Poles to a Stake & Rock in Rutherford's
fence, ^{corner} thence - N. 18. W. 17 - Poles to a Stake
It being on a line fence between said
Rutherford's & said Lot, thence - S. 67. W. 42
Poles to a Stake - on a line between said
Lot & A. P. Hyams, thence - S. 67. E. 28 1/4
Poles to the Beginning. Containing four
14 acres better or more or less -

| | | |
|--------------------------|---|-----|
| 1893 | France Miles | Dr |
| Novr Term | Lo Spa in Chancery vs Daniel Hall 25 Copy 13 | 38 |
| | receipt 18 filing bill 15 atty 10 Docketing 18 rules 1.00 | 161 |
| | tax 1.50 Order 36 | 186 |
| ¹⁸⁹⁴ Mar Term | Cont'd 36 June Term 1894 Cont'd 36 Novr Term Cont'd 36 | 108 |
| ¹⁸⁹⁵ Mar Term | Cont'd 36 June Term 1895 Cont'd 36 Novr Term 1895 Cont'd 36 | 108 |
| ¹⁸⁹⁶ Mar Term | Cont'd 36 June Term 1896 Cont'd 36 Novr Term 1896 Cont'd 36 | 108 |
| ¹⁸⁹⁷ Mar Term | Cont'd 36 June Term 1897 Cont'd 36 Novr Term 1897 Cont'd 36 | 108 |
| ¹⁸⁹⁸ Mar Term | Cont'd 36 June Term 1898 Cont'd 36 Novr Term 1898 Cont'd 36 | 108 |
| ¹⁸⁹⁹ Mar Term | Cont'd 36 June Term 1899 Cont'd 36 Novr Term 1899 Cont'd 36 | 108 |
| ¹⁹⁰⁰ Mar Term | Cont'd 36 June Term 1900 Cont'd 36 Novr Term 1900 Cont'd 36 | 108 |
| ¹⁹⁰¹ Mar Term | Cont'd 36 June Term 1901 Cont'd 36 Novr Term 1901 Cont'd 36 | 108 |
| June 1902 | Continued 36 November Term 1902 Continued 36 | 72 |
| ¹⁹⁰³ Mar Term | Cont'd 36 July Term 1903 Cont'd 36 Novr T 1903 Cont'd 36 | 108 |
| | taxing Costs 20 | 20 |

A B Munsey Clerk \$1449

192.46
106.30
142.50
441.28

100 - Oct 4th 1884.
100.00
19.6
123.4
117
100.00
217.00
128.00
92.00
17.24
18.21
92.00
110.21

100 - Oct 4th 1884.
Apr 20 1909. 8/25-12
19.6
123.4
117
1907-4-2
1984-10-4
22-5-28

125 - Apr 2nd 1907.
14
500
125
17.50
125.00
142.50

but due Wyzal out of sale. Apr
\$100 Oct 4th 1884. Apr 2nd 1907.
134.12
400
310.00
100.50
134.50
146
\$134.96
150.00
234.96
125.00 cr Apr 2nd 1907.
\$109.96 but due Wyzal Apr 2nd 1907. out of sale.

5-4
12
28
14

\$109.96
439.84
169.96
18.3944
109.96
125.35

394.00 July 22nd 1907.
127.30 cr Apr 2nd 1907. but 3 - 20
\$266.70
\$32.00 July 22nd 1907.
266.70
\$298.70
125.35 - Grant yet due Wyzal
\$173.35 - Bal for Dry Ex Aug 1st 1909.

50
28
400
100
201900
46-

18-
18-
24-
12
129.7
148.12

\$100 - Oct 4th 1884.
148.12
100
148.00
148.50
148.80
100.00
\$448.80
142.50 the 8/25-12
\$106.30 Aug 2nd 1909.

394 - G. Note July 22nd 1907.
47.28
394.00
\$447.28 but Laurence note July 22nd 1909.
248.80 but due Wyzal " " "
\$192.48 Bal " Dry Ex " " "
Collected from Laurence \$192.48
July 27th 1909.
19.24
Check sent " " " 170.24
\$192.48

50
12
500
30

Off Bal. \$106.30 Aug 2nd 1909.

Collected from Laurence \$192.48
July 27th 1909.
19.24
Check sent " " " 170.24
\$192.48

Oats
 46 Sacks $2\frac{1}{2}$ = 115 bus
 1 " $1\frac{1}{2}$ = 1 1/2
 Wheat - 156 bus.

903
 57
 189 1/2
 46 1/2
 92 7/3940
 23 563-
 115-

Amory
 Lab .25-
 " .10

July 24/1909.

6 cattle 4230
 6 " 4146
 7 " 3940

Laurence
 Nygal.

Mr A Orr
 Hefner.
 Monroe Co
 Oregon.

Wheat 33
 10
 44
 22
 66
 2 Cox
 68

G. H. Moore.
 Boons Beth
 R. R. Moore

120 1/2
 34 1/2
 186

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*J. R. Ely, Sarah C. Ely, and
H. M. Lovelace*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on
the *3rd* Monday in *April*, 190*7*, to answer a bill in chancery exhibited against *them* by

*J. G. Fry, Executor of the estate of Sebastian
Wygall, deceased*

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *11th*
day of *April*, 190*7*, and 1 *31* year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing, Clerk

_____, Clerk

J. G. Dry, Exor. of the estate
of Sebastian Hygal, Deed.

VS

SUBPENA
IN
CHANCERY

J. R. Ely, et al.

Dur & Roel, p. q.

To 2nd April Rules

See Circuit Court

Executed by deliver
ing a true copy
of the within process
to each of the with-
in named defend-
ants. 9th Apr. 13,
1907. C. E. Hume D.S.
for P. M. Ball, S. C.